



**LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)**

No. 1:20-ap-00020 Doc 1-1 Filed 04/29/20 Entered 04/29/20 13:16:10 Page 2 of 4

**PAYMENT.** In return for your loan, you agree to pay us the Principal (Amount Financed plus Points), Interest computed at the Contract Rate, and any monthly insurance premium, if elected, in monthly payments (subject to any adjustment under the Adjustment to Contract Rate section below). The term Points means the sum of the Origination Fee (Points) and the Discount Fee (Points) shown on page one. Finance Charges are computed by the simple interest method on actual unpaid balances of Principal for the time outstanding. You will pay us at our business address as stated on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all, or any, Borrowers, but not in a combined amount greater than the amount owed. Payments are applied in the following order: late charges, interest at the Contract Rate for the actual time outstanding, principal, and insurance. For any past due amounts, payments will be applied to the most delinquent monthly installment first, in the same order shown above, until all past due monthly installments are paid in full.

**ADJUSTMENT TO CONTRACT RATE.** The Contract Rate, as shown on page one, will decrease by one quarter of one percent (.25) beginning with the thirteenth (13th) month after every twelve (12) consecutive month period where all payments were made in full within 30 days of their due date. Up to maximum of twelve (12) Contract Rate reductions are available during the term of the loan. For each Contract Rate reduction, the monthly installment payment will be reduced accordingly. Notwithstanding anything to the contrary in this paragraph, you will not receive any Contract Rate reductions or the reduced monthly payment after four periods of delinquency. A "period of delinquency" begins when you fail to make a payment in full within 30 days of the due date and ends when you have no payments that are outstanding for more than 30 days past their due date.

**DATE ON WHICH INTEREST BEGINS.** If this transaction is not rescinded in accordance with your "Notice of Right to Rescind", the date on which the Finance Charge begins, payment due dates, and effective date of any optional insurance purchased are postponed by the number of days from this Agreement's date to date of disbursement.

**PAY-OUTS.** You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

**PREPAYMENT.** You may prepay your loan at any time. If you fully prepay before the final due date, the Principal is fully earned when this loan is made, and you will not receive a refund of the part of the Finance Charge consisting of Points.

**LATE CHARGE.** If you don't pay any payment (except final) in full within 10 days after it's due, you will also pay a late charge equal to 5% of the unpaid amount of such payment, not to exceed \$5.00.

**DEFAULT.** If you don't pay on time or fail to keep required insurance in force, or if you are in default under any term of your Deed of Trust, (1) we will notify you of your right to bring your account up to date, (2) if your account is not brought up to date in 10 days, all your payments may become due at once and we may sue you for the total amount you owe.

**SECURITY.** You agree to give us a security interest in the real estate as described in Mortgage/Deed of Trust.

**PROPERTY INSURANCE:**

**A. YOUR OBLIGATION TO INSURE.** You shall keep the structures located on the real property securing this loan insured against damage caused by fire and other physical hazards, name us as a loss payee and deliver to us a loss payable endorsement. If insurance covering the real property is cancelled or expires while the loan is outstanding and you do not reinstate the coverage, we may obtain, at our option, hazard insurance coverage protecting our interest in the real property as outlined below.

**B. LENDER'S RIGHT TO PLACE HAZARD INSURANCE.** You authorize us, at our option, to obtain coverage on the Property in an amount not greater than the outstanding balance of principal and interest on the loan or, if known to be less, the replacement value of the Property, in the event that you fail to maintain the required hazard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance and add the insurance charges to your loan. The Insurance charges will be added to the unpaid balance of the loan which accrues interest at the Contract Rate. The addition of the insurance charges due might increase the amount of your final installment. The cost of Lender placed hazard insurance might be higher than the cost of standard insurance protecting the property. The Lender placed insurance will not insure the contents of the property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the lowest cost coverage. We or an affiliated company might receive some benefit from the placement of this

**NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.**

12-15-02  
RE/PHL 1ST  
W/D PPP



\*G06144607L95CEA8000WVB66122C\*\*G1LMORE

\*

CUSTOMER COPY

WVB66122

**EXHIBIT A**

insurance and will be charged for the full cost of the premium without reduction for any such benefits. If at any time after we have obtained this insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtained and credit any unearned premiums to your loan.

**CREDIT REPORTING AND CUSTOMER INFORMATION PRACTICES.** If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you. You understand and agree that we will call you from time to time to discuss your financial needs and any loan products that may be of interest to you as may be permitted by Applicable Law. For more information regarding our privacy practices, please refer to our Privacy Statement, which is included with your loan documents.

**INSURANCE.** Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

**ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS.** The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference .

**APPLICABLE LAW.** This loan is a federally related loan made at an agreed rate authorized by Section 501(a), Part A, Title V, Public Law 96-221, now known as Section 1735f-7(a), Title 12, United States Code (USC).

**YOU HAVE RECEIVED A COMPLETE  
COPY OF THIS AGREEMENT AND THE  
TRUTH-IN-LENDING DISCLOSURES.**

**BORROWERS:**

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)  
**WITNESS:**

\_\_\_\_\_

12-15-02  
RE/PHL 1ST  
W/O PPP

WVB66123



\*G06144607L95CEA8000WVB66123C\*\*G1LMORE


\*

CUSTOMER **EXHIBIT A**


**NOTICE OF RIGHT TO CANCEL**  
Installment New Loan Account

**Acknowledge Receipt Only**

You acknowledge that you have received two (2) copies of the Notice of Right to Cancel.

Borrower:   
ROBERT L. GILMORE

Date: 10/26/05

Borrower:   
REAY L. GILMORE

Date: 10/26/05

